

JUDGE DANIELS

07 CIV 6278

2-751167
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK
 -----X
 ZIM AMERICAN INTEGRATED
 SHIPPING SERVICES, INC.,

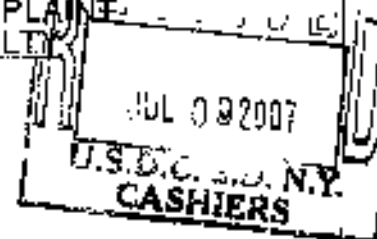
Plaintiff,

- against -

ABDEEN MARBLE, INC., and
 NATURAL STONE TRADING, INC.,

Defendants.
 -----X

CIVIL COMPLAINT
 IN ADMIRALTY



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendants ABDEEN MARBLE, INC. and NATURAL STONE TRADING, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendants had and now have the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendants pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendants have failed and refused and continue to fail and to refuse to remit the \$4,487.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,487.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
July 9, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

I. Defendant's status & address;

A. Upon information and belief and at all times hereinafter mentioned, defendant ABDEEN MARBLE, INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 4 Commerce Drive, Carmel, NY 10512.

B. Upon information and belief and at all times hereinafter mentioned, defendant NATURAL STONE TRADING, INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 33 Stagg St., Brooklyn, NY 11206.

II. Particulars:

1. Bill of Lading No. SSPHPSD8890, dated August 3, 2006, from Port Said to New York on the Vessel NASIA POLARIS, two (2) twenty-foot containers at the applicable tariff charge of \$4,487.00 (Exhibit A). Defendant NATURAL STONE TRADING, INC. check no. 4802 of August 31, 2006, issued to obtain release of the cargo, was dishonored by the bank due to Insufficient Funds (Exhibit B).

Amount Paid: \$0

Amount Due: \$4,487.00

III. Total Amount Due: \$4,487.00

LEADING ZIM Case 1:07-cv-06278-GBD Document 1 Filed 07/09/2007 Page 4 of 5

SHIPPER / EXPORTER (NAME & ADDRESS)
 BDEEN CO. FOR MARBLE AND GRANITE
 HALED ABDEEN ,TORA EL MAADI SHAK EL
 'OBAN
 'AIRO , EGYPT TEL:202-7541093-7541187
 AX:202-7541032

BOOKING NO.
 SSPPHSD8890

CONSIGNEE (NAME & ADDRESS)
 BDEEN MARBLE INC
 COMMERCE DR L.CARMEL,NY,10512 U.S.A.
 EL:0013368843399
 OBIL:0019145887693

FORWARDING AGENT F.A.C. No.

POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY)

IF NOT NEGOTIABLE UNLESS CONTAINED TO ORDER:
 NOTIFY (NAME & ADDRESS)
 BDEEN MARBLE INC
 COMMERCE DR L.CARMEL,NY,10512 U.S.A.
 EL:0013368843399 MOBIL:0019145887693

REMARKS / EXPORT OR OTHER INSTRUCTIONS

• FOR DEFINITION SEE CLAUSE 2 OVERLEAF •

INITIAL CARRIAGE BY (MODE) PLACE OF RECEIPT OF GOODS* (IF CONTRACTED FOR)

LOADING VESSEL* VOY. / PORT OF LOADING*
 NASIA POLARIS 626/W PORT SAID

PORT OF DESTINATION* FINAL DESTINATION* (IF CONTRACTED FOR) FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)

| PARTICULARS AS FURNISHED BY SHIPPER | | | |
|-------------------------------------|---|--------|-------------|
| MKS & NOS. / CONT. NOS. | DESCRIPTION OF GOODS | WEIGHT | MEASUREMENT |
| 0221R290-20' - SEAL#181948 25 BOX | SEE ATTACHED FOR DESCRIPTION 0221R290-20' - SEAL#181925 24 BOX | | |
| | | TOTAL | |

| DETAILS | | PER | QUANTITY | PERCENT | AMOUNT |
|---|--|-----|----------|---------|---------|
| LIGHT COLLECT BOARD : 08/03/2006 | | | | | |
| BUNKER/FUEL SECURITY MANIF INTERNATIONAL FREIGHT | | | | DL | 650.00 |
| | | | | DL | 25.00 |
| | | | | DL | 12.00 |
| | | | | DL | 3800.00 |
| AD VALOREM FREIGHT | | | | | 4487.00 |

MERCHANT'S DECLARED VALUE OF GOODS:
 If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 22)

NOTE: Received is apparent good order and condition, unless otherwise stated herein, by shipper or owner to the Carrier. In accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, conditions and clauses hereof, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side thereof as well as the provisions of the Carrier's published Tariff Rules, Regulations and schedules, without exceptions, as fully as if they were all signed by the Merchant, and the Carrier's undertaking to carry the goods is made on the basis of the Merchant's acceptance and agreement as aforesaid.

The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are contained on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container policy service rules, conditions and Carrier's Container Rules and Tariffs (see Clause 24, 25 & 26 overleaf)

IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this tariff and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void.

FREIGHT PAYABLE AT DESTINATION

PLACE AND DATE OF ISSUE

No. OF ORIGINAL B/L ISSUED: 3

As Agents for Zim Integrated Shipping Services Ltd. As Carrier

THIS BILL OF LADING IS NOT VALID UNLESS IT IS SIGNED BY THE MASTER OR AGENT OF THE VESSEL AND THE CARRIER'S SEAL IS APPLIED TO THE FRONT OF THE BILL OF LADING. IT IS THE OBLIGATION OF THE MERCHANT TO OBTAIN THE CARRIER'S SEAL AND TO KEEP IT SAFE. IF THE SEAL IS LOST OR DAMAGED, THE MERCHANT MUST NOTIFY THE CARRIER IMMEDIATELY. IF THE SEAL IS NOT APPLIED, THE BILL OF LADING IS VOID.

IN VIEW OF THE DANGER OF FORGERY, THE MERCHANT MUST SIGN THE BILL OF LADING IN THE PRESENCE OF THE CARRIER'S AGENT AND THE AGENT MUST SIGN IT IN THE PRESENCE OF THE MERCHANT. IF THE BILL OF LADING IS SIGNED BY THE MERCHANT AND THE AGENT, IT IS VALID. IF IT IS SIGNED BY THE MERCHANT ALONE, IT IS VOID. IF IT IS SIGNED BY THE AGENT ALONE, IT IS VOID. IF IT IS SIGNED BY THE AGENT AND THE MERCHANT, IT IS VALID.

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our check. You can use it
the same way you would
use the original check

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| | | | |
|---|---|--|-----------|
| NATURAL STONE TRADING, INC. 345 STAD STREET ROCKY HILL, CT 06866 | | SIGNATURE BANK PRIVATE CLIENT GROUP 228 NEW YORK, NY 10016 1-800-550-2280 | 6/31/2006 |
| PAY TO THE ORDER OF ZIM-AMERICAN AIRLIFT SHIPPING | Payor Bank Advises Return Unpaid | \$ **4,417.00 | |
| FIVE THOUSAND FOUR HUNDRED EIGHTEEN AND NO/100 DOLLARS | | DOLLARS | |
| ZIM CONTAINER SERVICE ONE WORLD TRADE CENTER, 1901 NEW YORK, NY 10046 | | NSF | |
| MEMO TEXAS 112240-UBRU212614 | | OF AUTHORIZATION ONLY | |
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EXHIBIT B